

BROOKS COUNTY PUBLIC LIBRARY

Scott Routsong, Director
sroutsong@mail.brooks.public.lib.ga.us
404 Barwick Road
Quitman, Georgia 31643
229-263-412

To whom it may concern,

17 Oct 2016

The **Brooks County Public Library** is seeking an **appeal** regarding the delay in filing our form 471 for Cat1 internet services.

As a new director, I made a "rookie mistake" and I am asking for forgiveness and understanding. Our library system is a single unit rural library and we all work very hard to ensure things are done correctly. It pains me immensely that I made this error and earnestly seek an appeal.

During the Cat2 process, I was in constant contact with USAC. However I misunderstood some aspects of the form 471 Cat1 process. I completed the form 470 and form 471 for our Cat2 internal wiring upgrades and **this process was completed on time and was approved**. However, I believe there was some confusion on my part regarding the form 471 for our Cat1 internet service. Specifically: It was my understanding that I did not have to do any additional paperwork (form 471) because the language in our internet service provider contract stipulates that we can merely continue with their services if we choose to do so (see attached). I was wrong. A form 471 has to be completed each year-regardless of the language of the internet service provider and our desire to continue with their service. I fully understand this now!

It is my sincere hope that we will be granted an appeal regarding this matter. We are a small library and this misunderstanding would present a financial hardship.

As a new director, I hope that you may work with me to resolve this matter so we can continue to receive our Erate discount.

The original 471 number was 2733958 BEN is 1127496

The appeal contract ID is 121360

Respectfully,

A handwritten signature in black ink, appearing to be 'SR' followed by a stylized flourish.

Scott Routsong, Director
Brooks County Public Library

Customer Name: Brooks County Public Library
Address for service: 404 Barwick Road, Quitman, GA 31643
Services to be provided at above location unless different address(es) are indicated on Proposal(s) or Service Schedule. Company's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork

CUSTOMER SERVICE AGREEMENT #201303247981
ERATE Start Date July 1, 2013 and ERATE Stop Date June 30, 2016

THIS AGREEMENT ("Agreement") is made and entered into as of ERATE Start Date July 1, 2013 and ERATE Stop Date June 30, 2016 ("Effective Date") by and between Brooks County Public Library ("Customer") and the Windstream legal entity(ies) providing the Services to Customer, as identified on Customer's bill ("Company"). The Parties agree as follows:

1. **Term and Renewal.** This Agreement and its Proposal(s) and/or Service Schedules ("Proposals") incorporated herein by reference ("Agreement") are effective on the Effective Date set forth above and will continue for the term set forth in the Proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term") until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Company shall have the option of continuing to provide such Services on a month to month basis, priced at Company's then current monthly rates.
2. **Charges for Services; Billing and Payment; Credits.** Customer is responsible for paying all charges that apply to the Services ordered on a Proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, no show charges, long distance, and directory or operator assistance as specified on the Proposal or set forth in Company's Price Lists or Tariffs. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future. Company will bill Customer monthly for the Service, payable on receipt of the bill notice. Billing at a location will begin upon the earlier of (i) the Installation Date (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) 30 days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); however, Company may choose to bill in full monthly increments with no proration for partial service periods when service either starts or ends in the middle of a billing cycle. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Company will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. **COMPANY RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCs") ON AT LEAST 30 DAYS' NOTICE AND OTHER RATES AT ANY TIME.** For Company's business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time the customer is without Services. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a "Service Outage" is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; and (iii) send or receive data across a Company supported private network. Company is not responsible for failure to meet performance objectives for any of the following reasons: (i) Actions, failures to act or delays by customer or others authorized by the Customer to use the Service; (ii) Failure of power, equipment, services or systems not provided by Company including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iii) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN)); (iv) During any period in which Company or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (v) Maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Company reserves the right to schedule maintenance and upgrades to the network 7days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vi) When a Service Outage has not been reported to Company or where there is a trouble reported, but no trouble found; and (vii) Labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Company's reasonable control.
3. **Disputes.** To dispute a bill, Customer must do so in good faith and deliver to Company in writing the specific basis for such dispute within 30 days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party and Company may refuse to discuss issues through Customer's external representative.
4. **Partial Payments; Late Payments.** Company may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Company has to collect the full payments from Customer. Customer is responsible for paying all costs and fees Company incurs as a result of collecting Customer's unpaid charges. If Company does not receive full payment when due or does not receive payment in immediately available funds, Company will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.
5. **Credit and Deposits.** Customer authorizes Company to ask credit-reporting agencies for Customer's credit information. Company may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services or Customer's credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Company at its discretion may apply the deposit to any amount due and unpaid by Customer.
6. **Services Location; Moves.** Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Company's network. Customer shall provide Company with the correct address to obtain Services because Company relies on such information to determine which taxes, fees, surcharges and assessments apply to Services. If Customer does not provide a valid address, Customer

ASA

Create Contract: Confirmation

BROOKS COUNTY PUBLIC LIBRARY (BEN: 127496) - BCPL Contract for late 471 for appeal - Contract ID #121360

Last Saved: 9/15/2016 3:37 PM EDT

Contract Information	Establishing FCC Form 470	Service Provider	Contract Dates	Pricing Confidentiality	Confirmation
----------------------	---------------------------	------------------	----------------	-------------------------	--------------

Please review the information and submit the information below to complete this contract.

Contract Information

Nickname	BCPL Contract for late 471 for appeal	Contract ID	121360
Can Other Applicants Piggy Back Off This Contract?	No	Contract Number	
Piggy Backed Off Another Contract?	No	Based on a State Master Contract?	No
		Based on a Multiple Award Schedule?	No

Establishing FCC Form 470

Establishing FCC Form 470	#160011874	Number of Bids Received	3
---------------------------	------------	-------------------------	---

Service Provider

Service Provider	Windstream Communications, LLC (SPIN: 143030766)	Account Number	229-4-263-4412
------------------	--	----------------	----------------

Contract Dates

Award Date 4/1/2014

Multi-Year Contract? Yes

Includes Voluntary Extensions? Yes

Extension Details:

- There are 0 remaining voluntary extensions.
- There are 8 months remaining in this contract if all extensions are exercised.
- This contract expires on 4/1/2017 if all extensions are exercised.

Pricing Confidentiality

There is no rule, statute, or other restriction which prohibits publication of the specific pricing information for this contract.

Supporting Documents

Document

Description

[E-rate Windstream contract -Brooks Co. Library for Appeal](#)

Contract that provides our current internet services

Back

Cancel

Save & Close

Complete